

210 Lake Drive East, Suite 200  
Cherry Hill, NJ 08002-1163  
TEL 856.761.3400  
FAX 856.761.1020  
www.ballardspahr.com

Glenn A. Harris  
Tel: 856.761.3440  
Fax: 856.761.1020  
harrisg@ballardspahr.com



SEMS DocID 2246955

May 13, 2015

*Via Fed Ex and Email*

Andrew S. Goldman, Esquire  
Sr. Assistant Regional Counsel  
USEPA  
1650 Arch Street  
Philadelphia, PA 19103

Re: Metro Container Draft Removal Action Settlement Agreement

Dear Andy:

I enjoyed meeting with you on Friday. Our Group thought that both the meeting and site visit were very productive.

I have enclosed a revised redline to the AOC for Removal Action that follows much more closely the EPA draft. Many of the proposed edits are self-explanatory, but I would like to explain some of them.

The changes to the introductory paragraph, to 1.1 through 1.3, to EPA's Covenant Not to Sue, and to the Contribution Protection language matches the RI/FS settlement agreement that we've exchanged, and are important to give the Group the highest possible expectation that this AOC will satisfy the requirements of Section 113(f)(3)(B), such that the Group will be entitled to seek contribution from other PRPs for the costs of this work.

The EPA Findings of Fact include the same changes we suggested to the RI/FS document. We suggest deleting the various references to reports/investigations done by third parties because we have no basis to know whether those investigation were done in a manner that would satisfy the applicable site investigation standards or whether either we or EPA otherwise should be relying upon them.

Some of the proposals for Section 8 are meant to better define exactly what the scope of work is to be. These proposals were made prior to our meeting and site visit, so that it probably makes sense for us to discuss this further in light of those events.

DMEAST #21789769 v1

A PA Limited Liability Partnership | Steven W. Suflas, Managing Partner

Atlanta | Baltimore | Bethesda | Denver | Las Vegas | Los Angeles | New Jersey | New York | Philadelphia | Phoenix | Salt Lake City |  
San Diego | Washington, DC | Wilmington | www.ballardspahr.com

Andrew S. Goldman, Esquire  
May 13, 2015  
Page 2

The inclusion of the Work to the definition of Future Response Costs and Article XXI in general are problematic. The Group certainly thinks that the possibility of an EPA work takeover is very small, but I've never seen a PRP group agree to such provisions.

The CNS from the Group in 29.1 is also problematic. I at least have no way to determine now whether one or more agencies of the United States are PRPs for this site. A CNS is thus premature.

With respect to 29.3, perhaps we can import the waiver and exception to waiver language you last proposed for the RI/FS settlement agreement, which is acceptable to the Group.

I look forward to working with you to finalize this agreement.

Very truly yours,



Glenn A. Harris  
GAH/mds

Enclosures